

AFTER RECORDING RETURN TO:

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***SECOND
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
EDGEMONT HIGHLANDS***

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**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
EDGEMONT HIGHLANDS**

THIS SECOND AMENDED AND RESTATED DECLARATION is effective upon recording.

RECITALS

A. On May 11, 2004, that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Edgemont Highlands was recorded in the real property records of LaPlata County, Colorado at Reception No. 884350, as amended and supplemented by numerous documents of record (collectively, the "Original Declaration");

B. The Owners within the Edgemont Highlands Community desire to amend and restate the Original Declaration by virtue of this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Edgemont Highlands ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration; and

C. The Original Declaration provides for and allows for this Declaration in Section 16.2, which provides as follows:

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five (75) percent of the total Class "A" votes in the Association, including seventy-five (75) percent of the Class "A" votes held by Members other than Declarant, and if required, Declarant's consent, contingent upon whether Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1;

D. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), the required approval of Members representing 75% of the total Class "A" votes for amendment is now void.

E. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), the amendment requirement for this Declaration is now Members representing 67% of the total Class "A" votes.

F. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means;

G. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

H. The purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

I. The purpose of the Association as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association; and

J. A court order entered by the District Court for LaPlata County, Colorado, pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration, as set forth in Exhibit B of this Declaration.

NOW THEREFORE, the Original Declaration is replaced and superseded by the covenants, servitudes, easements and restrictions set forth below:

ARTICLE 1 DEFINED TERMS

Section 1.1 Defined Terms.

Each capitalized term in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

(a) Act shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et. seq.*, as it may be amended.

(b) Architectural Review Committee or Committee means the committee appointed by the Board of Directors for the purpose of implementing the architectural and landscaping review provisions of this Declaration and architectural and landscaping guidelines for the Community to ensure proper use, appropriate improvement, and harmonious additions, alterations and improvements within the Community.

(c) Area of Common Responsibility shall mean the Common Area and Open Space, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration{s}, or other applicable covenants, contracts, or agreements.

(d) Assessment shall include all Common Expense Assessments and any other expense levied to Lots pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

(e) Association shall mean Edgemont Highlands Community Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

(f) Board or Board of Directors shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.

(g) Caretaker Unit shall mean a dwelling unit used for the accommodation of a person employed as a caretaker, janitor, manager, watchman, security guard, or other person living on an Owner's Lot and providing a benefit to the Lot, which is separate from the Owner's main Residence. A Caretaker Unit must be served by separate water and sanitary sewage and conform with other applicable building standards.

(h) Common Area or Common Elements shall mean all real property owned by the Association for the common use and enjoyment of the Owners, if any.

(i) Common Expenses shall mean and refer to all expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves.

(j) Community or Edgemont Highlands Community or Planned Community shall mean the planned community known as “Edgemont Highlands,” and the real property subject to this Declaration and as further defined by the recorded Plats and the legal descriptions contained in this Declaration, and the Members of the Association.

(k) Community Wide Standards shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community, or the minimum standard established pursuant to the architectural guidelines, Rules and Regulations, and Board resolutions, whichever is a highest standard. The Community-Wide Standard may evolve as development progresses and as the needs and desires within the Community change.

(l) Declaration shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Edgemont Highlands, as amended, recorded in the office of the Clerk and Recorder of LaPlata County, Colorado.

(m) EHCA Architectural and Landscape Guidelines shall mean those certain design and landscaping guidelines for the community as may be amended by the Board of Directors from time to time.

(n) Governing Documents shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, any Maps or Plats, additional guidelines, and any Rules and Regulations of the Association, as all of the foregoing may be amended from time to time.

(o) Landscaping or Landscape shall mean all hardscape and softscape installed on a Lot outside of the boundaries of the dwelling which shall include but not be limited to lawns, trees, shrubs, hedging, paths, decorative boulders, rocks and other typical landscaping features.

(p) Limited Common Area shall mean a portion of the Common Area primarily benefiting one or more, but less than all, Units or Lots, as more particularly described in this Declaration.

(q) Lot shall mean and refer to any plot of land shown upon any recorded Plat of the Property with the exception of Common Area.

(r) Master Plan shall mean Edgemont Ranch Amended Conceptual Development Plan 2003-137, as approved by La Plata County, and as it may be amended.

(s) Member shall mean any Owner. The terms “Member” and “Owner” may be used interchangeably.

(t) Neighborhood shall mean a section, area, or segment within Edgemont Highlands.

(u) Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot or Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(v) Pet shall mean and include cats, dogs, birds, reptiles or other household animals, as may be further defined in or supplemented by the Rules and Regulations.

(w) Plat or Map shall mean and refer to the plat(s) and/or map(s) of the Property and improvements that are subject to this Declaration and which are designated in the Plat or Map recorded in the records of the Office of the Clerk and Recorder of LaPlata County. More than one plat, map or supplement thereto may be recorded, and, if so, then the term “Plat” or “Map” shall collectively mean and refer to all of such plats, maps and supplements thereto.

(x) Property shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(y) Residence shall mean the residential dwelling structure located on a Lot for residential occupancy.

(z) Rules and Regulations shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community and/or clarification of the Governing Documents, including any amendment to those instruments.

(aa) Unit shall mean a portion of Edgemont Highlands which may be independently owned and is intended for development, use and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. In the case of a structure containing multiple Residences, each Residence shall be deemed to be a separate Unit. Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision Plat including such Unit has been approved and recorded is prohibited. Owners of Lots platted as multi-family or identified for future phased development may apply to the County Planning Department and other necessary governmental authorities for permit to build Units on said Lots as limited by a recorded Plat.

ARTICLE 2 NAMES & DESCRIPTION OF PROPERTY/EASEMENTS

Section 2.1 Name and Type.

The type of Common Interest Community is a Planned Community. The name of the Planned Community is Edgemont Highlands. The name of the Association is the "Edgemont Highlands Community Association, Inc."

Section 2.2 Property.

The Planned Community is located in LaPlata County, State of Colorado. The Property of the Planned Community is described in Exhibit A of this Declaration, in the Original Declaration, in the Plat, and/or is consistent with the common scheme and plan for the creation and operation of the Community.

The number of Units permitted in the Community is 476. As of the date of recording of the current Declaration, the number of Units in the Community is 476.

Easements for utilities and other purposes over and across the Lots and any Common Area may be as shown upon a recorded Plat and on any recorded Map of the Planned Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.3 Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to any Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to promulgate and publish Rules and Regulations with which each Owner and their tenants, invitees, licensees and guests shall strictly comply;
- (b) the right of the Association, to suspend the voting rights and the right to use of the Lodge facilities for a period not to exceed 60 days or during any period of violation of any other provision of the Governing Documents, whichever is greater; provided that suspension of voting and use rights shall be automatic during any period that an Owner is in default in payment of any Common Expense Assessment;
- (c) the right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication or similar interest through, over or in the Common Area;
- (d) the right of the Association to transfer or convey ownership of any Common Area, provided that any transfer or conveyance of any Common Area shall be subject to the prior approval of 67% of the total votes in the Association;
- (e) the right of the Association to close or limit the use of any Common Area while maintaining, repairing and making replacements in any Common Area; and
- (f) the right of the Association to change use of, add, or remove improvements to the Common Area or Area of Common Responsibility.

Section 2.4 Delegation of Use.

Owners may delegate their right of enjoyment to any Common Area and facilities to the members of their family, their tenants, guests, or contract purchasers who reside at their Lot. If the Owner delegates rights to use the Common Area and facilities to tenants or contract purchasers who reside at their Lot, the Owner shall not be entitled to use the Common Area and facilities. The Board of Directors shall have the express right to limit Owners' ability to delegate their right to use the recreational amenities of the Community through Rules and Regulations and/or to charge reasonable fees charged for such use.

Section 2.5 Disclaimer of Liability.

To the maximum extent permitted by Colorado law, the Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Area or any of its improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Area, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

Section 2.6 Easements for the Association.

Each Lot shall be subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees and contractors) to allow for their performance of obligations in this Declaration, provided that the easement granted and the use thereof shall not unreasonably interfere with or impair the use of any improvements constructed on a Lot and shall be exercised only after reasonable notice to the Owner of the Lot.

Section 2.7 Utility, Plat, and Plat Easements.

Easements for utilities and other purposes over and across the Lots and Common Areas may be as shown upon the Plat or Map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.8 Easements of Encroachment.

The Association grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any existing permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than six inches, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the person claiming the benefit of such easement.

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership.

Every person who is a record Owner of a fee interest in any Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership and notwithstanding the number of Owners of each Lot there shall only be one membership interest per Lot. Each Lot shall be allocated voting rights pursuant to the allocated interests section of this Declaration. Fractional and cumulative voting shall be prohibited.

Section 3.2 General Purposes and Powers of the Association.

The Association, through its Board of Directors, shall perform functions and manage the Edgemont Highlands Community as provided in this Declaration so as to protect the value and desirability of the Edgemont Highlands Community and the Lots.

The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Association Maintenance.

The Association shall be responsible for the maintenance, repair, replacement and improvement of the Common Area and the Area of Common Responsibility, as further set forth below.

The Association may assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood or because, in the Board's opinion, the level and quality of service then being provided is not consistent with the Community-Wide Standards. All costs of maintenance pursuant to this Section shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association shall maintain, in accordance with the Rules and Regulations and the Community-Wide Standards, the Area of Common Responsibility, which shall include, but need not be limited to:

- (a) all portions of and structures situated on the Common Area, including but not limited to trails and trail signage. The trail system within the Community consists of a combination of hardscaped trails, woodchipped trails and footpaths. Maintenance of trails does not include plowing or snow removal;
- (b) landscaping abutting public rights-of-way but within the Community;
- (c) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;
- (d) all water drainage and detention systems, and ponds, streams or riparian areas located within the Community which serve as part of the stormwater drainage system for the Community, including improvements and equipment installed therein or used in connection therewith; and

The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the Board's sole discretion, to perform required maintenance or repairs, unless Members representing 67% of the votes in the Association agree in writing to discontinue such operation.

The Association may maintain other property it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the community-wide standard and materially impacts the operation of the Community. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities or other duties assumed by the Association.

The costs associated with maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense; provided, however, the Association may seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

Section 3.4 Authority of the Association.

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, this Declaration, the Plat or Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

Section 3.5 Allocated Interests.

The Common Expense liability and votes in the Association allocated to each Lot are set as follows:

- (a) the percentage of liability for Common Expenses, equally based upon a fraction the numerator of which is one and denominator is the total number of lots in the community (i.e. 1/476);
- (b) the number of votes in the Association, equally, with one vote per Lot.

If Lots are added to or withdrawn from the Community, pursuant to the provisions of this Declaration and the Act, the formulas set forth above shall be used to reallocate the allocated interests.

Section 3.6 Managing Agent.

The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.7 Right to Notice.

Notice of matters affecting the Community, via any means of communication, may be provided to Owners and any occupants as determined by the Board of Directors in its sole discretion.

Section 3.8 Indemnification.

To the full extent permitted by law, each officer, director, committee member or volunteer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer at the time such expenses are incurred; except in such cases wherein such officer, director, committee member or volunteer is adjudged guilty of breaching his or her duty of care (as set forth in the Act) in the performance of his or her duties.

Section 3.9 Security Disclaimer.

The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for themselves, their tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of

failure to provide security or the ineffectiveness of measures taken.

Section 3.10 Education and Training.

As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.

Section 3.11 Relationships with Other Properties.

The Association may enter into contractual agreements or covenants to share costs with any neighboring property to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Area maintenance. The Association is authorized to exercise some of all of the powers of one or more other associations on behalf of the owners of one or more common interest communities.

Section 3.12 Facilities and Services Open to the Public.

Certain facilities and areas within the Community may be open for use and enjoyment of Owner invited guests if such use is sponsored by an Owner in the Community. Such facilities and areas may include, by way of example: trails and the Lodge Facility, and other neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. The Board of Directors may designate such facilities and areas as open to invited guests at such time as such facilities and areas are made part of the Area of Common Responsibility.

ARTICLE 4 LIMITED COMMON AREAS

Section 4.1 Purpose.

Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of Owners and occupants within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and other portions of the Common Area within a particular

Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of a Limited Common Area shall be a Limited Common Expense allocated among the Owners in the Neighborhood(s) to which the Limited Common Areas are assigned.

Section 4.2 Designation.

Limited Common Area shall be designated as such in the deed conveying such area to the Association or on the subdivision plat relating to such Common Area; provided, however, any such assignment shall not preclude the Association from later assigning use of the same Limited Common Area to additional Units and/or Neighborhoods as may be permitted by the Act.

Common Area may also be assigned as Limited Common Area and Limited Common Area may be reassigned upon approval of the Board and the vote of Members representing a majority of the total votes in the Association.

Section 4.3 Use by Others.

Upon approval of a majority of Owners of Units within the Neighborhood to which any Limited Common Area is assigned, the Association may permit Owners of Units in other Neighborhoods to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Limited Common Expenses attributable to such Limited Common Area.

ARTICLE 5 PARTY WALLS AND OTHER SHARED STRUCTURES

Section 5.1 General Rules and Apply.

Each wall, fence, driveway, or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall submit the dispute to mediation. If the dispute cannot be resolved through mediation, the parties may pursue the dispute in arbitration or through a legal proceeding before a court.

Section 5.2 Maintenance; Damage, and Destruction

The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurances, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title and shall be enforceable as a mortgage on the land in the same manner as provided for the foreclosure of mortgages on real property under the statutes of the State of Colorado.

ARTICLE 6 ASSESSMENTS

Section 6.1 Creation of Association Lien and Personal Obligation to Pay Assessments.

Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Assessments for Common Expenses, insurance Assessments, and such other Assessments as imposed by the Association. The Association annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to, credit card convenience fees from whatever source, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Assessments for Common Expenses by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the Assessments for Common Expenses are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration. Except as provided in this Declaration, all Assessments for Common Expenses shall be assessed against all Lots equally.

Section 6.2 Basis of Assessments.

Common Expense Assessments may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year.

Section 6.3 Annual Assessment.

The budget for annual Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by a majority of the total Association vote. Assessments for Common Expenses shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 6.4 Special Assessments.

In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The proposed Special Assessment may be vetoed by a majority of the total Association vote. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 6.5 Supplemental Assessments.

The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (a) Those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: improvement, repair, replacement or maintenance specific to a Lot;

(b) Improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;

(c) All fines and costs assessed against an Owner pursuant to the Governing Documents; and

(d) Any other expenditures or charges which the Board upon unanimous vote, allocates to a Lot and are reasonably determined to be allocable to a particular Lot after notice and an opportunity for a hearing.

Section 6.6 Working Capital.

The first Owner of each Lot made a non-refundable contribution to the Association in an amount of \$500. This contribution was collected and transferred to the Association at the time of closing of the sale of the Lot and shall be used for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of Assessments as the same become due. No refund or credit shall be due to any Owner for such payment.

Section 6.7 Application of Payments.

All payments received on an account of any Owner or the Owner's Lot shall be applied first to the payment of any delinquent Assessments, then to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents.

Section 6.8 Effect of Non-Payment of Assessments.

(a) Any Assessment, charge, or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 30 days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors which may not exceed the maximum rate permitted by the Act, to accrue monthly from the due date. The Association may also assess a reasonable late fee thereon as determined by the Board of Directors.

(b) Failure to make payment within 60 days of the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.

(c) Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 6.9 Lien Priority.

The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of

foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 6.10 Borrowing.

The Association shall have the power to assign its right to future income, including the right to assign its right to receive Assessments for Common Expenses upon the affirmative vote a majority of owners voting at a meeting at which a quorum is present.

ARTICLE 7 RESTRICTIONS

Section 7.1 Flexible Application of the Subsequent Covenants and Restrictions.

All Lots within the Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

Section 7.2 Authority.

All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents.
- (c) The Board may establish penalties for the infraction of the Governing Documents and/or regulations, and Owners will be responsible for fines assessed against them based on violations committed by their tenants, guests, and invitees for violations.
- (d) All fines imposed are collectable as Assessments.

Section 7.3 Use/Occupancy.

All Lots within the Community shall be used only for those uses and/or purposes as allowed by this Declaration, subject to any Rules and Regulations adopted by the Association. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section.

Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner on the Lot. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi trailers; (e) the use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

Attached or detached guesthouses or Caretaker Units shall be permitted only if allowed by applicable zoning, approved by the County and approved by the Architectural Review Committee. A guesthouse or Caretaker Unit may be occupied only by the same persons that are permitted hereunder to occupy the Residence, and may not be rented separate from a rental of the resident.

Section 7.4 Leasing and Occupancy.

Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

- (a) "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner if the Owner is not residing on the Lot; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Lot by the child or parent of an Owner.

(b) Excluding “lease back” situations in which a former Owner leases their home prior to vacating but after closing pursuant to a duly executed and completed purchase and sale agreement, short term occupancies and rentals of Lots for less than six months (6) shall be prohibited. All Leases shall be for an initial term of at least six (6) months.

(c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.

(d) Each Owner who leases his or her Lot shall provide the Association a copy of the current lease and tenant information.

(e) All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(f) Leases shall be for or of the entire Lot.

(g) All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(h) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

Section 7.5 Prohibition on Short Term Occupancies.

Short term occupancies and rentals of Lots and residences through the use of VRBO, Airbnb, HomeAway, and other such online rental sites shall be prohibited.

Section 7.6 Maintenance of Lots and Improvements on Lots.

Unless the maintenance obligation has been otherwise assigned to or assumed by the Association or a Neighborhood pursuant to a Supplemental Declaration or otherwise, Owners are responsible for the maintenance, repair and replacement of the Unit, property, Residences, and improvements located within their Lot boundaries in a good, neat, attractive, and well-kept condition. The Association, and its agents, shall have the authority, after giving the Owner 30 days written notice, to enter, replace, maintain, repair and clean up Lots or Units which do not conform to the provisions of this Section, and to charge and collect from the Owner thereof all reasonable costs related thereto as an Assessment hereunder.

Section 7.7 Landscaping Requirements and Restrictions.

The Landscaping of each Lot shall be maintained by the Owner in a good, neat, attractive, and well-kept condition, whether xeriscaped or with turf, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, and removal of weeds and debris.

Owners shall cause to be removed from the Lot any dead or diseased/sick trees, which shall include without limitation any trees on a Lot infected by pine beetles.

Section 7.8 Restrictions on Pets.

Pets may be kept on a Lot, if the Pet is not a nuisance to other residents. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or occupants in the Community. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any. Pets may not be kept for any commercial purposes. When on other Common Area, Pets must be on a leash and/or otherwise under control of the Owner. Voice control is sufficient for this purpose. Feces left by Pets upon the Common Area must be removed promptly by the owner of the Pet or the person responsible for the Pet. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

Section 7.9 Antennae.

“Permitted Antennas” are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is one meter or less in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive or broadcast television signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station, or similar device of any type shall be erected, installed, or maintained on a Lot.

Section 7.10 Tanks.

No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill or portable heater shall be erected, placed or permitted upon any Lot without the prior written approval of the Association. Grills and portable heaters shall be in locations permitted by the EHCA Architectural and Landscaping Guidelines.

Section 7.11 Nuisances.

No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or any Common Area, or any portion of the Community by residents. Nuisance shall be further defined in the Rules and Regulations.

Section 7.12 Vehicular Parking, Storage, and Repairs.

(a) Parking upon any Common Area shall be regulated by the Association.

The following may not be parked or stored within the Community, unless such parking or storage is within a garage on a Lot, is authorized in writing by the Association, or is otherwise exempted by Colorado law: oversized vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles or other oversized types of vehicles or equipment as prohibited by rule or regulation. The foregoing may be parked as a temporary expedience (up to 48 hours for loading or unloading), delivery of goods or services, or emergency. Other than for loading and unloading, overnight parking as set forth in the Rules and Regulations is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of any Common Area, Lots, or any improvement located thereon, or any vehicle used as a "daily driver" as established in the Rules and Regulations.

(b) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within the Community unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association.

(c) No parked vehicle may impede the safe and efficient use of the streets by residents, obstruct emergency access to/from the Community, or interfere with the reasonable needs of other residents to use their driveway, Community streets or guest parking, if any.

(d) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of garages. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing, provided washing is done with a hose with a shut off valve to prevent waste of water. Minor repairs may be performed, provided they may be completed the day commenced, there is no damage (e.g., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands.

(e) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall be prohibited.

(f) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 72 hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Community stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If 72 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

(g) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

(h) If a vehicle is towed or booted in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 7.13 Use of Common Area.

There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Association.

Section 7.14 No Annoying Lights, Sounds, or Odors.

No light shall be emitted from any portion of the Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or

offensive as further defined in the Rules and Regulations. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Edgemont Highlands Community except with the prior written approval of the Association.

All exterior lights installed on a Lot shall be installed in such a manner as to use dark sky principles, shall be directed down, and may not exceed the specifications as set forth in the EHCA Architectural and Landscape Guidelines and/or Rules and Regulations.

Section 7.15 Firepits.

The use of small or temporary propane fire pits may be permitted so long as the placement of such fire pit is approved by the Committee (defined below) and is permitted in the Rules and Regulations. The use of temporary or movable solid fuel (ie. wood or wood pellet) firepits and chimineas is prohibited.

Section 7.16 No Hazardous Activities.

No activity shall be conducted on and no improvement shall be constructed on any Property within the Community which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Community. No open fires shall be lighted or permitted on any Property within the Community except in a contained barbeque unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner or Owners shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 7.17 Restrictions on Clotheslines and Storage.

Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board and except as otherwise permitted by Colorado law, no clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted on any Lot unless the same, in each instance, is expressly permitted in writing by the Association. Owners shall deem to hold the Association harmless from any claim resulting from any clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas maintained on their Lot.

Section 7.18 Restriction on Signs and Flags.

Signs, posters, billboards, and flags (including flag poles) may be displayed in accordance with Colorado law. The Association may prohibit signs and flags bearing commercial messages, and may establish reasonable, content-neutral regulations addressing the number, placement, or size of the signs and flags, and other objective factors as permitted by Colorado law.

Section 7.19 Outbuildings and Temporary Structures.

An “outbuilding” shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, trailers, green houses, mobile homes, tents, shacks, barns, or detached garages or carports, shall be allowed on any Lot unless approved in writing by the Board of Directors or the Architectural Review Committee. Further, no outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently.

Section 7.20 Trash Removal Restriction.

Other than for Association sponsored Lot clean ups, no garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or any Common Area or on any Lot, unless placed in a suitable container suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner. If trash, composting and recycling services is ever offered by the Association to Owners, then the Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners.

Section 7.21 Prohibition of Marijuana Distribution and Growing.

No Owner or occupant of a Lot may utilize such Lot for the purpose of growing or distributing marijuana or medical marijuana other than up to six plants for personal use only. This prohibition may further be clarified by the Board of Directors through Rules and Regulations. Owners will be responsible for any damage resulting from a violation of this restriction, including but not limited to increased water and utility charges.

Section 7.22 Smoking and Vaping Prohibition.

(a) Definitions. For the purposes of this Section, the following terms shall be defined as follows:

(i) “Smoking” shall mean and include the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or other tobacco product, marijuana or any other legal or illegal substance.

(ii) “Vaping” shall mean and include the inhaling and exhaling of vapor through the mouth from a battery or other operated electronic device (such as an electronic cigarette or JUUL) that heats up and vaporizes a liquid or solid.

(b) Smoking and Vaping Prohibition. No Owner, guest, family member, tenant, resident, business invitee or visitor shall smoke cigarettes, vaping devices, cigars, other tobacco products and/or any other legal or illegal substance within any Common Area in the Community.

(c) Disclosure Requirement. Any Owner who rents his or her Lot or otherwise allows someone other than the Owner to reside within or occupy the Lot shall disclose to all persons residing within the Lot that Smoking and Vaping is prohibited on all Common Area within the Community prior to their residency or occupancy.

Section 7.23 Prohibited Activities.

No Owner or occupant of a Lot may engage in hoarding, creating conditions conducive to indoor or outdoor fires, allowing Lots to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Lots in the Community.

Section 7.24 Placement and Usage of Rain Barrels.

(a) Residents who choose to collect precipitation from their rooftops must use rain barrels. A Rain Barrel is defined as a storage container with a sealable lid located above ground outside of a residential home that is used for collecting precipitation from a downspout of a rooftop.

(b) Written Committee approval is required prior to placement of Rain Barrels on a Lot.

(c) No more than two Rain Barrels with a combined storage capacity of 110 gallons may be utilized at any given time;

(d) Rain Barrels must be to the maximum extent possible, screened from view of other Lots.

(e) Rain Barrels must be mosquito resistant, commercially manufactured, and harmonize with the color scheme of the home.

(f) Precipitation collected must be utilized for the Lot upon which it is collected and may only be used for outdoor purposes such as lawn irrigation. Collected precipitation may not be utilized for any indoor purposes or as drinking water.

Section 7.25 Trail Prohibitions:

Operation of motorized vehicles or bicycles on pathways and trails maintained by the Association is prohibited, except the Pioneer Trail on the west side of the property.

Section 7.26 Motorized Vehicles.

No Owner or resident may operate a snow mobile, ATV, non-street legal motorcycle or other non-licensed vehicle on the trails or roads within the Community.

Section 7.27 Rules and Regulations.

In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 7.28 Compliance with Governing Documents.

Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

Section 7.29 Restriction on Mining and Drilling.

No Property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 7.30 Use of the Words Edgemont Highlands and Edgemont Highlands
Community Association, Inc.

No Owner or resident shall use the words Edgemont Highlands or Edgemont Highlands Community Association, Inc. or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

ARTICLE 8 ARCHITECTURAL REVIEW

Section 8.1 Required Approval.

No structures, including Residences, outbuildings, accessory buildings, tennis courts, swimming pools, antennas (except as otherwise permitted in this Declaration), flag poles (except as otherwise permitted by the Act), fences, walls, exterior lighting, Landscaping, including non-vegetative turf grass (except as otherwise permitted by the Act), excavating, grading, home solar equipment, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any painting, alteration or change to the exterior of the improvements, the exterior of a Residence, to a Lot, or to any structure or any attachment to the exterior of a Residence (including paint, awnings, patios, decks, or shutters) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Review Committee ("Committee") as may be outlined in the EHCA Architectural and Landscape Guidelines. .

The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), location and size of driveways, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee.

Section 8.2 Wildfire Mitigation

All improvements in the Community shall be constructed in such a manner as to incorporate a surrounding area of "defensible space" to mitigate wildfire danger. Owners are encouraged to follow the Colorado State University Cooperative Extension's "Creating Wildfire-Defensible Zones- No. 6.302" or equivalent guidelines which provide for Defensible Space Management Zones. The design of defensible space for each Lot within the Community depends on several factors, including size and shape of buildings, materials used in their construction, the slope of the ground on which the structures are built, surrounding topography, and the size and types of vegetation on the property and

adjoining properties. Owners may want to request additional guidance from the local Colorado State Forest Service forester or the local fire department. Owners shall inspect their property on an annual basis to determine if additional mitigation is necessary. This annual inspection shall verify that trees and shrubs are properly thinned, roof and gutters are clear of debris, branches overhanging roofs and chimneys are removed, chimney screens are in place and in working condition, and that all grass and weeds are mowed. Notwithstanding the importance of wildfire mitigation, all plans for removal of trees and other vegetation must be approved by the Architectural Review Committee.

Section 8.3 Acknowledgment of Owners.

Owners acknowledge, accept and agree to the following:

- (a) Owners will not commence construction or installation of or alteration to an improvement until they have submitted improvement plans and specifications and received written approval from the Committee;
- (b) Owners shall immediately comply with any request by the Association for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;
- (c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;
- (d) Owners, by submitting an application for approval, hereby certify: (i) they will construct or modify improvements located only on their own Lot or upon Property which they have permission to construct, modify or improve; and (i) they will not violate any easements, rights-of-way, or other rights appurtenant to such Property.
- (e) Owners shall notify the Committee of completion of the improvement's installation or construction within five days of such completion;
- (f) Upon completion of an improvement, Owners authorize the Committee or its representative(s) to enter onto the Lot for exterior inspection;
- (g) Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the Committee's approval;

(h) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(i) In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 8.4 Architectural Criteria.

The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of the exterior appearance of structures with neighboring structures, effective location and use of improvements on nearby Lots, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration. Upon its review of such plans, specifications and submittals, the Committee may require that the applicant(s) reimburse the Board for actual expense incurred by it in its review and approval process.

Section 8.5 Establishment of the Committee.

The Committee shall consist of a minimum of three members appointed by the Board of Directors. The Board shall have the authority to remove any members of the Committee at their sole discretion.

Section 8.6 Architectural Guidelines.

The Committee may propose architectural and landscaping guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any EHCA Architectural and Landscape Guidelines of the Association.

Section 8.7 Reply and Communication.

The Committee shall reply to all submittals of plans made in accordance herewith in writing within 30 days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within 30 days after the Committee has received the plans and specifications, approval shall be deemed to be denied. All communications and submittals shall be addressed to the Committee in care of the Association.

Section 8.8 Conditions of Approval.

In the discretion of the Board or the Committee, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

Section 8.9 Commencement and Completion of Construction.

All improvements approved by the Committee must be commenced within one year from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives prior written extension for commencing the work. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within six months from commencement for minor improvements, or 24 months from commencement for major improvements/new home construction, with the specific deadline to be set forth in the Committee approval. No Dwelling may be occupied prior to the issuance of a certificate of occupancy.

Section 8.10 Variances.

The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines.

Section 8.11 Right to Appeal.

If the Board of Directors is not acting as the Committee, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board of Directors. The Board of Directors shall review the decision of the Committee pursuant to the criteria set forth in this Article and/or the architectural guidelines. Any decision of the Committee may be overruled and reversed on appeal by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision was inconsistent with the criteria set forth in this Article and the guidelines.

Section 8.12 Waivers.

The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 8.13 Liability.

The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Association will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to Property with respect to architectural requests and shall not be liable for any disputes relating to the same.

Section 8.14 Enforcement.

Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right, but not the obligation, to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association may be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Association to enforce any covenant or restriction contained in this Section shall in no event be deemed a waiver of the right to do

so thereafter. In addition, or in the alternative, the Association shall have all other enforcement rights as set forth in this Declaration.

ARTICLE 9 INSURANCE/CONDEMNATION

Section 9.1 Insurance on the Lots.

Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot, to the extent such insurance is reasonably available.

Section 9.2 Insurance to be Carried by the Association.

The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Section 9.3 Hazard Insurance on Common Area and Area of Common Responsibility.

The Association shall obtain hazard insurance covering loss, damage or destruction by fire or other casualty to any insurable improvements installed or made to any Common Area, Area of Common Responsibility, and the other property of the Association.

Section 9.4 Association Liability Insurance.

The Association shall obtain public liability and property damage liability insurance covering any Common Area or Area of Common Responsibility, in such limits as the Board may determine from time to time, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

Section 9.5 Association Fidelity Insurance.

The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will

be in the control of the Association, its officers, directors, trustees and employees, as required by law.

Section 9.6 Association Worker's Compensation and Employer's Liability Insurance.

The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 9.7 Directors' and Officers' Personal Liability Insurance.

The Association shall obtain directors' and officers' personal liability insurance to protect the officers, directors, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

Section 9.8 Miscellaneous Terms Governing Insurance Carried by the Association.

The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

- (a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.
- (b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.
- (c) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without prior written notice to all of the Owners as provided by Colorado law and to the Association.
- (d) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all holders of first lien security interests at least 10 days prior to the expiration of the then-current policies.
- (e) All liability insurance shall name the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Owners as insureds.

(f) Prior to the Association obtaining any blanket policy of casualty insurance on any Common Area or Area of Common Responsibility, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of any Common Area, Area of Common Responsibility, and any improvements thereon, without deduction for depreciation, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In the event the Association obtains casualty insurance on the Lots, then in no event shall that casualty insurance policy contain a co-insurance clause.

(g) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(h) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner.

Section 9.9 Other Association Insurance.

The Association may obtain insurance against such other risks, of similar or dissimilar nature, including flood insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 9.10 Insurance Premium.

Insurance premiums for insurance provided by the Association shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 9.11 Annual Insurance Review.

The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required.

Section 9.12 Adjustments by the Association.

Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners and holders of first lien security interests as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association is not entitled to receive

payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

Section 9.13 Duty to Repair.

Any portion of the Community for which the Association is required to insure under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association, except as provided in the Act.

Section 9.14 Condemnation and Hazard Insurance Allocations and Distributions.

In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 9.15 Responsibility for Payment of Deductible Amount.

Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Area, Area of Common Responsibility, or other property insured by the Association unless the damage is caused by the negligent or willful act or omission of an Owner, his family, guests, renters, or invitees, in which case the Association shall seek reimbursement of the deductible amount in compliance with and under the terms of the Declaration.

Section 9.16 Insurance Assessments.

If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. Notwithstanding the Special Assessment procedure set forth this Declaration, the insurance Assessment shall be ratified unless vetoed by Members holding at least 90% of the total votes entitled to be cast in the Association pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time.

Section 9.17 Damage to or Destruction on Lots.

In the event of damage to or destruction of structures or improvements on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure and improvements in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a

determination not to rebuild is made by the Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

ARTICLE 10 GENERAL PROVISIONS

Section 10.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) suspending the right to vote and the right to use Common Area;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(v) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Lot.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association to not pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Section 10.2 Partition.

Except as otherwise permitted in this Declaration, the Common Area shall remain undivided, and no person shall bring any action of partition of any portion of the Common Area without the written consent of all Owners and mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

Section 10.3 Attorney Fees.

If an Owner fails to pay any Assessment as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding.

In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner shall be charged as an Assessment and shall constitute a lien against the Lot.

Section 10.4 Severability.

Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 10.5 Term of Declaration.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 10.6 Amendment of Declaration by Owners.

Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Members holding at least 67% of the total votes in the Association and with the written consent of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of LaPlata County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 10.7 Captions.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 10.8 Interpretation.

The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 10.9 Singular Includes the Plural.

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neutral.

Section 10.10 Challenge to this Amendment.

All challenges to the validity of this amendment or any future amendments must be made within one year after the date of recording of this document. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 10.11 Non-Waiver.

Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 10.12 Conflict of Provisions.

In case of conflict between this Declaration and the Articles or Bylaws, this Declaration shall control. In the case of conflict between the Articles and Bylaws, the Articles shall control.

The undersigned, being the President and the Secretary of Edgemont Highlands Community Association, Inc., hereby certify that a court order entered by the District Court for LaPlata County, Colorado, pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration. Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

EDGEMONT HIGHLANDS COMMUNITY
ASSOCIATION, INC., a Colorado nonprofit
corporation

By: [Signature]
President

ATTEST:

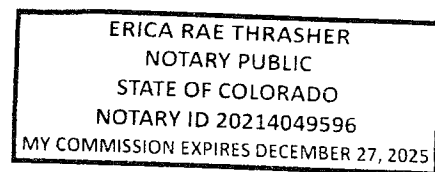
[Signature]
Secretary

STATE OF COLORADO)
COUNTY OF La Plata) ss.

The foregoing Declaration was acknowledged before me by Rex Harvey Harsh, JR as President, of Edgemont Highlands Community Association, Inc., a Colorado nonprofit corporation, on this 03 day of 29, 2024.

[Signature]
Notary Public

My commission expires: 12/27/2025



STATE OF COLORADO)
) ss.
COUNTY OF La Plata)

The foregoing Declaration was acknowledged before me by David Leon Luschen, as
Secretary, of Edgemont Highlands Community Association, Inc., a Colorado nonprofit
corporation, on this 03 day of 29, 2024.

E 2MM

Notary Public

My commission expires: 12/27/2025

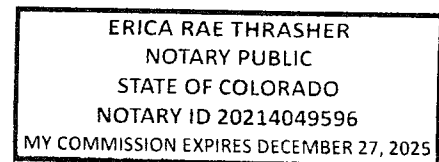


EXHIBIT A
PROPERTY

Attached.

EXHIBIT "A"

Land Initially Submitted

EDGEMONT HIGHLANDS, PHASE 1, FINAL PLAT, PROJECT NO. 2003-290, COUNTY OF LA PLATA,
STATE OF COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF FILED FOR RECORD
JANUARY 20, 2004 UNDER RECEPTION NO. 877022.

Exhibit A
Phase 2A

page 1 of 2

A tract of land located in Section 7, Township 35 North, Range 8 West, New Mexico Principal Meridian, in La Plata County, Colorado, being more particularly described as follows:

BEGINNING at a point on the northerly right of way of County Road 240 whence the West 1/4 Corner of said Section 7 bears N 49°56'32" W, 2111.88 feet;
Thence NORTH, 55.42 feet to the southerly line of a tract of land recorded in the Office of said Clerk and Recorder under Reception No. 491172;
Thence N 02°53'57" W, 119.99 feet along the easterly line of said tract, Reception No. 491172;
Thence N 36°53'57" W, 151.31 feet along the easterly line of said tract, Reception No. 491172;
Thence N 09°53'57" W, 584.46 feet along the easterly line of said tract, Reception No. 491172 to the northerly line of said tract, Reception No. 491172;
Thence N 29°11'45" W, 404.18 feet;
Thence S 69°54'50" W, 138.52 feet;
Thence N 20°05'10" W, 60.00 feet;
Thence N 69°54'50" E, 80.00 feet;
Thence along the arc of a non-tangent curve to the right with a delta angle of 90° 00' 00" and a radius of 20.00 feet for a distance of 31.42 feet, the long chord bears N 65° 05' 10" W, 28.28 feet;
Thence N 20°05'10" W, 8.46 feet;
Thence along the arc of a tangent curve to the right with a delta angle of 101° 41' 16" and a radius of 70.00 feet for a distance of 124.24 feet, the long chord bears N 30° 45' 28" E, 108.56 feet;
Thence N 81°36'06" E, 302.48 feet;
Thence along the arc of a tangent curve to the left with a delta angle of 22° 34' 25" and a radius of 330.00 feet for a distance of 130.01 feet, the long chord bears N 70° 18' 54" E, 129.17 feet;
Thence S 37°41'00" E, 135.27 feet;
Thence N 53°16'07" E, 483.91 feet;
Thence N 36°00'28" W, 151.04 feet;
Thence N 40°06'32" W, 60.00 feet;
Thence along the arc of a non-tangent curve to the left with a delta angle of 81° 55' 40" and a radius of 120.00 feet for a distance of 171.59 feet, the long chord bears N 08° 55' 38" E, 157.34 feet;
Thence N 32°02'12" W, 107.28 feet;
Thence N 57°57'48" E, 84.49 feet;
Thence along the arc of a tangent curve to the right with a delta angle of 66° 37' 40" and a radius of 430.00 feet for a distance of 500.04 feet, the long chord bears S 88° 43' 22" E, 472.33 feet;
Thence N 35°32'13" E, 295.35 feet;
Thence S 39°35'48" E, 395.16 feet;
Thence S 67°42'52" W, 297.95 feet;
Thence along the arc of a non-tangent curve to the right with a delta angle of 6° 40' 04" and a radius of 430.00 feet for a distance of 50.04 feet, the long chord bears S 20° 57' 02" E, 50.01 feet to the northerly line of Edgemont Highlands, Phase 1 recorded in the Office of the La Plata County, Colorado, Clerk and Recorder under Reception No. 877022;
Thence S 67°42'52" W, 60.23 feet along the northerly line of said Edgemont Highlands, Phase 1;
Thence along the arc of a non-tangent curve to the right with a delta angle of 32° 49' 28" and a radius of 370.00 feet for a distance of 211.97 feet, the long chord bears S 00° 26' 43" E, 209.08 feet along the westerly line of said Edgemont Highlands, Phase 1;

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Thence S 15°58'01" W, 246.91 feet along the westerly line of said Edgemont Highlands, Phase 1;
Thence along the arc of a tangent curve to the left with a delta angle of 78° 50' 27" and a radius of 471.00 feet for a distance of 648.11 feet, the long chord bears S 23° 27' 13" E, 598.18 feet along the westerly line of said Edgemont Highlands, Phase 1;
Thence S 62°52'26" E, 395.89 feet along the westerly line of said Edgemont Highlands, Phase 1;
Thence along the arc of a tangent curve to the right with a delta angle of 31° 00' 37" and a radius of 520.00 feet for a distance of 281.44 feet, the long chord bears S 47° 22' 08" E, 278.02 feet along the westerly line of said Edgemont Highlands, Phase 1;
Thence S 50°16'29" W, 10.10 feet along the westerly line of said Edgemont Highlands, Phase 1;
Thence along the arc of a tangent curve to the right with a delta angle of 39° 07' 26" and a radius of 510.00 feet for a distance of 348.25 feet, the long chord bears S 12° 08' 47" E, 341.52 feet along the westerly line of said Edgemont Highlands, Phase 1;
Thence S 07°24'56" W, 133.54 feet along the westerly line of said Edgemont Highlands, Phase 1;
Thence along the arc of a tangent curve to the left with a delta angle of 06° 43' 04" and a radius of 1340.00 feet for a distance of 157.11 feet, the long chord bears S 04° 03' 24" W, 157.02 feet along the westerly line of said Edgemont Highlands, Phase 1;
Thence S 00°41'52" W, 56.56 feet along the westerly line of said Edgemont Highlands, Phase 1 to the northerly right of way of County Road 240;
Thence along the arc of a non-tangent curve to the left with a delta angle of 04° 43' 54" and a radius of 1689.00 feet for a distance of 139.48 feet, the long chord bears S 84° 57' 30" W, 139.44 feet along the northerly right of way of County Road 240;
Thence S 82°35'33" W, 175.17 feet along the northerly right of way of County Road 240;
Thence along the arc of a tangent curve to the right with a delta angle of 26° 05' 31" and a radius of 898.00 feet for a distance of 408.94 feet, the long chord bears N 84° 21' 42" W, 405.41 feet along the northerly right of way of County Road 240;
Thence N 71°18'57" W, 94.95 feet along the northerly right of way of County Road 240;
Thence S 18°41'03" W, 45.00 feet to the centerline of County Road 240;
Thence N 71°18'57" W, 390.14 feet along the centerline of County Road 240;
Thence along the arc of a tangent curve to the left with a delta angle of 28° 27' 14" and a radius of 1052.61 feet for a distance of 522.74 feet, the long chord bears N 85° 32' 34" W, 517.38 feet along the centerline of County Road 240;
Thence NORTH, 45.63 feet to the point of beginning.

Exhibit A

EDGEMONT HIGHLANDS - PHASE 2B

Legal Description:

A tract of land located in Section 7, Township 35 North, Range 8 West, New Mexico Principal Meridian, in La Plata County, Colorado, being more particularly described as follows:

Beginning at the North 1/4 Corner of said Section 7;

Thence S 00°17'37" W, 1309.59 feet along the easterly line of the NW1/4 of said Section 7 to the Center-North Corner of said Section 7;

Thence S 89°30'11" W, 81.36 feet along the southerly line of the NE1/4NW1/4 of said Section 7;

Thence S 21°17'26" E, 329.58 feet;

Thence S 42°50'59" E, 500.62 feet to the northerly line of Edgemont Highlands, Phase 1 recorded in the Office of the La Plata County, Colorado, Clerk and Recorder under Reception No. 877022;

Thence S 67°42'52" W, 379.20 feet along the northerly line of said Edgemont Highlands, Phase 1 to the northerly line of Edgemont Highlands, Phase 2A recorded in the office of said clerk and recorder under Reception No. 896542;

Thence along the arc of a non-tangent curve to the left with a delta angle of 6° 40' 04" and a radius of 430.00 feet for a distance of 50.04 feet, the long chord bears N 20° 57' 02" W, 50.01 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence N 67°42'52" E, 297.95 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence N 39°35'48" W, 395.16 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence S 35°32'13" W, 295.35 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence along the arc of a non-tangent curve to the left with a delta angle of 66° 37' 40" and a radius of 430.00 feet for a distance of 500.04 feet, the long chord bears N 88° 43' 22" W, 472.33 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence S 57°57'48" W, 84.49 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence S 32°02'12" E, 107.28 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence along the arc of a tangent curve to the right with a delta angle of 81° 55' 40" and a radius of 120.00 feet for a distance of 171.59 feet, the long chord bears S 08° 55' 38" W, 157.34 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence S 40°06'32" E, 60.00 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence S 36°00'28" E, 151.04 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence S 53°16'07" W, 483.91 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence N 37°41'00" W, 135.27 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence along the arc of a non-tangent curve to the right with a delta angle of 22° 34' 25" and a radius of 330.00 feet for a distance of 130.01 feet, the long chord bears S 70° 18' 54" W, 129.17 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence S 81°36'06" W, 302.48 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence along the arc of a tangent curve to the left with a delta angle of 101° 41' 16" and a radius of 70.00 feet for a distance of 124.24 feet, the long chord bears S 30° 45' 28" W, 108.56 feet along the northerly line of said Edgemont Highlands, Phase 2A;

Thence S 20°05'10" E, 8.46 feet along the northerly line of said Edgemont Highlands, Phase 2A;
Thence along the arc of a tangent curve to the left with a delta angle of 90° 00' 00" and a radius of 20.00 feet for a distance of 31.42 feet, the long chord bears S 65° 05' 10" E, 28.28 feet along the northerly line of said Edgemont Highlands, Phase 2A;
Thence S 69°54'50" W, 80.00 feet along the northerly line of said Edgemont Highlands, Phase 2A;
Thence N 20°05'10" W, 28.46 feet;
Thence along the arc of a tangent curve to the right with a delta angle of 76° 23' 38" and a radius of 130.00 feet for a distance of 173.33 feet, the long chord bears N 18° 06' 39" E, 160.78 feet;
Thence N 30°19'10" W, 586.03 feet;
Thence N 14°08'21" W, 774.02 feet to the southerly line of the NW1/4NW1/4 of said Section 7;
Thence N 89°36'44" E, 618.20 feet along the southerly line of the NW1/4NW1/4 of said Section 7 to the Northwest 1/16 Corner of said Section 7;
Thence N 00°09'25" W, 1310.84 feet along the easterly line of the NW1/4NW1/4 of said Section 7 to the West 1/16 Corner common to said Section 7 and Section 6, T 35 N, R 8 W, N.M.P.M.;
Thence N 89°27'35" E, 1352.08 feet along the northerly line of said Section 7 to the point of beginning.

Contains 82.229 acres, more or less.

Exhibit A

EDGEMONT HIGHLANDS - PHASE 2C

Legal Description:

A tract of land located in Section 7, Township 35 North, Range 8 West, N.M.P.M., in La Plata County, Colorado, being Lots 159, 160, 161 and 162 of Edgemont Highlands, Phase 2A, Final Plat, Project No. 2004-221 recorded in the Office of the La Plata County, Colorado, Clerk and Recorder under Reception No. 896542.

Exhibit A

EDGEMONT HIGHLANDS - PHASE 4

LEGAL DESCRIPTION:

A tract of land located in Section 7, Township 35 North, Range 8 West, New Mexico Principal Meridian and Section 12, Township 35 North, Range 9 West, New Mexico Principal Meridian in La Plata County, Colorado, being more particularly described as follows:

Beginning at a point on the centerline of County Road 240 whence the Southeast 1/16 Corner of said Section 12 bears S 00°15'21" W, 64.72 feet;

Thence N 00°15'21" E, 1111.97 feet along the westerly line of the E1/2SE1/4 of said Section 12;

Thence N 89°52'14" E, 836.70 feet;

Thence S 62°58'01" E, 199.55 feet;

Thence S 55°22'34" E, 187.47 feet;

Thence S 60°52'52" E, 93.06 feet;

Thence S 62°16'50" E, 138.58 feet;

Thence S 46°32'52" E, 108.57 feet;

Thence N 53°43'28" E, 10.03 feet;

Thence along the arc of a tangent curve to the left with a delta angle of 3°10'22" and a radius of 95.00 feet for a distance of 5.26 feet, the long chord bears N 52°08'17" E, 5.26 feet;

Thence N 39°13'21" E, 76.06 feet;

Thence along the arc of a non-tangent curve to the right with a delta angle of 43°15'14" and a radius of 287.50 feet for a distance of 217.04 feet, the long chord bears S 37°22'04" E, 211.92 feet;

Thence S 15°44'27" E, 179.17 feet;

Thence along the arc of a tangent curve to the left with a delta angle of 39°21'19" and a radius of 362.50 feet for a distance of 248.99 feet, the long chord bears S 35°25'06" E, 244.13 feet;

Thence S 55°05'46" E, 110.03 feet;

Thence along the arc of a non-tangent curve to the right with a delta angle of 59°51'34" and a radius of 280.00 feet for a distance of 292.53 feet, the long chord bears S 31°42'04" E, 279.40 feet;

Thence S 01°46'17" E, 33.05 feet;

Thence along the arc of a tangent curve to the left with a delta angle of 13°57'43" and a radius of 370.00 feet for a distance of 90.16 feet, the long chord bears S 08°45'09" E, 89.94 feet;

Thence S 15°44'00" E, 130.56 feet to the north right of way line of County Road 240;

Thence S 74°22'03" W, 853.52 feet along the north right of way line of County Road 240;

Thence along the arc of a tangent curve to the right with a delta angle of 24°47'01" and a radius of 455.56 feet for a distance of 197.10 feet, the long chord bears S 86°45'33" W, 195.57 feet along the north right of way of County Road 240;

Thence N 80°50'57" W, 124.95 feet along the north right of way of County Road 240;

Thence S 09°09'03" W, 45.00 feet to the centerline of County Road 240;

Thence N 80°50'57" W, 70.21 feet along the centerline of County Road 240;

Thence along the arc of a tangent curve to the right with a delta angle of 22°27'00" and a radius of 604.66 feet for a distance of 236.92 feet, the long chord bears N 69°37'27" W, 235.41 feet along the centerline of County Road 240;

Thence along the arc of a tangent curve to the right with a delta angle of 5°43'00" and a radius of 4165.94 feet for a distance of 415.65 feet, the long chord bears N 55°32'27" W, 415.48 feet along the centerline of County Road 240;

Thence N 52°40'57" W, 97.16 feet along the centerline of County Road 240;

Thence along the arc of a tangent curve to the left with a delta angle of 10°26'26" and a radius of 1719.80 feet for a distance of 313.39 feet, the long chord bears N 57°54'10" W, 312.96 feet along the centerline of County Road 240 to the point of beginning.

Contains 58.808 acres, more or less.

Rec Fee: \$36.00 Doc Fee: \$0.00 Tiffany Lee Parker, La Plata County Clerk dkk

Exhibit A

EDGEMONT HIGHLANDS - PHASE 5A

Legal Description:

All that part of the SW1/4 of Section 7, Township 35 North, Range 8 West, N.M.P.M., County of La Plata, State of Colorado lying Westerly of Edgemont Highlands, Phase 2A Final Plat, Project No. 2004-221 recorded November 3, 2004 as Reception No. 896542 and Northerly of County Road 240 as conveyed to The Board of County Commissioners of La Plata County Colorado in instrument recorded November 19, 2007 as Reception No. 968084 and lying Easterly of Edgemont Highlands, Phase 4 Final Plat, Project No. 2006-340 as recorded January 26, 2007 as Reception No. 950578 and Southerly of the southern boundary of the 60' easement described in Grant of Easement recorded October 28, 2004 and Edgemont Highlands Pass as shown on plat of Edgemont Highlands, Phase 2A Final Plat, Project No. 2004-221 recorded November 3, 2004 as Reception No. 896542.

LESS AND EXCEPT a tract of land as described in the deed recorded to the County of La Plata, a body corporate and politic recorded November 2, 1983 as Reception No. 491172.

ALSO LESS AND EXCEPT a tract of land reserved for Phase 5B pond area described as follows:

Beginning at the westernmost corner of Phase 5A as shown thereon;

THENCE along the eastern boundary of an Access and Utility Easement recorded at Reception No 896180, 157.31 feet along a tangential curve to the left having a radius of 287.50 feet and a delta angle of 31°23'03";

THENCE along the southern boundary of an Access and Utility Easement recorded at Reception No 896180, N 36°55'08" E for a distance of 12.22 feet;

THENCE continuing along the southern boundary of said Access and Utility Easement 136.03 feet along a tangential curve to the right having a radius of 135 feet and a delta angle of 57°43'59";

THENCE continuing along the southern boundary of said Access and Utility Easement, S 85°20'52" E for a distance of 63.85 feet;

THENCE continuing along the southern boundary of said Access and Utility Easement 288.22 feet along a tangential curve to the left having a radius of 330.67 feet and a delta angle of 49°56'28";

THENCE S 34°35'13" W for a distance of 81.66 feet;

THENCE S 52°17'14" W for a distance of 95.06 feet;

THENCE S 55°12'00" W for a distance of 82.55 feet;

THENCE S 62°09'20" W for a distance of 210.96 feet to the point of beginning,

County of La Plata,
State of Colorado

Rec Fee: \$41.00 Doc Fee: \$0.00 Tiffany Lee Parker, La Plata County Clerk CCC

Exhibit A

EDGEMONT HIGHLANDS – PHASE 3A

Legal Description

Edgemont Highlands, Phase 3A, Project No. 2008-0187 according to the final plat thereof filed for record
11-14-14 under Reception No. 1089234, County of La Plata, State of Colorado.

Rec Fee: \$41.00 Doc Fee: \$0.00 Tiffany Lee Parker, La Plata County Clerk ams

Exhibit A

EDGEMONT HIGHLANDS – PHASE 3B

Legal Description

Edgemont Highlands, Phase 3B, Project No. 2015-0019 according to the final plat thereof filed for record
_____ under Reception No. 1106073, County of La Plata, State of Colorado.

Exhibit A

EDGEMONT HIGHLANDS – PHASE 3C

Legal Description

Edgemont Highlands, Phase 3C, Project No. 2016-0213 according to the final plat thereof filed for record 7/13/2017 under Reception No. 1130781, County of La Plata, State of Colorado.

Exhibit A

EDGEMONT HIGHLANDS – PHASE 5B

Legal Description

Edgemont Highlands, Phase 5B, Project No. 2018-0109 according to the final plat thereof filed for record Oct 11, 2018 under Reception No. 1149152, County of La Plata, State of Colorado.

Exhibit A

EDGEMONT HIGHLANDS – PHASE 5C

Legal Description

Edgemont Highlands, Phase 5C, Project No. 2018-0110 according to the final plat thereof filed
for record March 11, 2020 under Reception No. 1168889 County of La Plata, State of
Colorado.

Exhibit A

EDGEMONT HIGHLANDS – PHASE 3D

Legal Description

Edgemont Highlands, Phase 3D, Project No. 2020-0280 according to the final plat thereof

4/12/21
filed for record ~~190280~~ under Reception No. 1190280, County of La Plata, State of
Colorado.

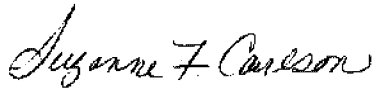
EXHIBIT B
COURT ORDER

Attached.

DISTRICT COURT, LA PLATA COUNTY, COLORADO	
Court Address: 1060 EAST 2ND AVENUE, ROOM 106, DURANGO, CO, 81301-5157	
DATE FILED: March 5, 2024 10:30 AM	
Petitioner(s) EDMONT HIGHLANDS COMMUNITY ASSOCIATION	
CASE NUMBER: 2024CV30002	
v.	
Respondent(s) HOMEOWNERS	
△ COURT USE ONLY △	
Case Number: 2024CV30002	
Division: 5 Courtroom:	
Order:RE ORDER APPROVING: (1) SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EDMONT HIGHLANDS, PURSUANT TO C.R.S. 38-33.3-217(7); AND (2) PROPOSED AMENDED AND RESTATED ARTICLES OF INCORPORATION AND BYLAWS FOR EDMONT HIGHLANDS COMMUNITY ASSOCIATION, INC. PURSUANT TO C.R.S. 7-121-601 AND IN COMPLIANCE WITH C.R.S. 38-33.3-217(7)	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 3/5/2024



SUZANNE FAIRCHILD CARLSON
District Court Judge

<p>DISTRICT COURT, COUNTY OF LA PLATA, STATE OF COLORADO</p> <p>Court Address: 1060 E. 2nd Ave., Rm 106 Durango, CO 81301</p> <p>Phone Number: 970-247-2304</p> <hr/> <p>Petitioner:</p> <p>Edgemont Highlands Community Association, Inc., a Colorado nonprofit corporation</p>	<p>▲ COURT USE ONLY ▲</p> <p>Case Number: 2024CV30002</p> <p>Div.: 5</p>
<p>ORDER APPROVING: (1) SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EDMONT HIGHLANDS, PURSUANT TO C.R.S. §38-33.3-217(7); AND (2) PROPOSED AMENDED AND RESTATED ARTICLES OF INCORPORATION AND BYLAWS FOR EDGMONT HIGHLANDS COMMUNITY ASSOCIATION, INC. PURSUANT TO C.R.S. §7-121-601 AND IN COMPLIANCE WITH C.R.S. §38-33.3-217(7)</p>	

THIS MATTER comes before the Court for hearing on March 5, 2024. After reviewing the pleadings filed in the matter and considering the statements of Counsel, the Court makes the following Findings of Fact and Conclusions of Law and Orders:

Findings of Fact and Conclusions of Law

1. Edgemont Highlands Community Association, Inc. ("Association") seeks to amend the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Edgemont Highlands recorded on May 11, 2004, in the real property records of the County of La Plata, Colorado at Reception No. 884350, as amended ("Declaration") by means of a proposed Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Edgemont Highlands (the "Proposed Second Amended and Restated Declaration").

2. The Association also seeks to amend the By-Laws of Edgemont Highlands Community Association, Inc. recorded on January 20, 2004, in the real property records of La Plata County, Colorado, at Reception No. 877020, as amended and supplemented ("Bylaws"), and the Articles of Incorporation of Edgemont Highlands Community Association, Inc., filed with the Colorado Secretary of State on December 2, 2003 ("Articles of Incorporation") by means of an Amended and Restated Bylaws of Edgemont Highlands Community Association, Inc. (the "Proposed Amended and Restated Bylaws") and an Amended and Restated Articles of Incorporation for Edgemont Highlands Community Association, Inc. (the "Proposed Amended and Restated Articles of Incorporation").

3. The Association notified its Owners of the Proposed Second Amended and Restated Declaration, the Proposed Amended and Restated Bylaws, and the Proposed Amended and Restated Articles of Incorporation on August 10, 2023, August 22, 2023, September 5, 2023, September 12, 2023, October 2, 2023, October 12, 2023, October 26, 2023, November 8, 2023, November 19, 2023, November 20, 2023, November 22, 2023, November 24, 2023, and November 30, 2023.

4. The Members of the Association discussed the Proposed Second Amended and Restated Declaration (as submitted to the Court in the Petition filed herein) at an informational community meeting of the Association held on August 30, 2023.

5. Based on the foregoing, the Association has complied with the notice and meeting requirements set forth in Section 38-33.3-217(7)(a)(I) and (II).

6. To the extent they exist, the Association has satisfied all of the requirements of C.R.S. §7-121-601.

7. More than half of the Members required by the Declaration, Articles of Incorporation, and Bylaws to approve the Proposed Second Amended and Restated Declaration, the Proposed Amended and Restated Bylaws, and the Proposed Amended and Restated Articles of Incorporation have voted for and approved the Proposed Second Amended and Restated Declaration, the Proposed Amended and Restated Bylaws, and the Proposed Amended and Restated Articles of Incorporation pursuant to C.R.S. §38-33.3-217(7)(a)(III). As of the date of the hearing, the Owner approvals for the Proposed Amended and Restated Declaration, the Proposed Amended and Restated Bylaws, and the Proposed Amended and Restated Articles were as follows:

Proposed Amended and Restated Bylaws: 222 yes votes = 46.6%

Proposed Amended and Restated Articles: 222 yes votes = 46.6%

Proposed Amended and Restated Declaration: 210 yes votes = 44.1%

8. Based on the Petition filed in this case, the Association has not obtained the required number of Owner approvals needed to approve the Proposed Second Amended and Restated Declaration, the Proposed Amended and Restated Bylaws, or the Proposed Amended and Restated Articles of Incorporation, and so, has filed its Petition and caused this matter to come before the Court, as allowed for by state statute.

9. Based on the Certificate of Mailing filed in this case, Notice of the Petition was mailed to all of the Owners within the Association and to the others indicated in a Certificate of Mailing filed in this case.

10. The notice given is in compliance with the requirements of the applicable state statute.

11. A hearing regarding the petition was held, as referred to above, on March 5, 2024, before this Court.

12. The Association has satisfied all of the requirements of C.R.S. §38-33.3-217(7) and C.R.S. §7-121-601.

13. Neither 33% or more of the Owners nor the declarant have filed written objections with the Court prior to the hearing.

14. Neither the Federal Housing Administration nor the Veterans Administration are entitled to vote on the Proposed Second Amended and Restated Declaration.

15. The Proposed Second Amended and Restated Declaration, the Proposed Amended and Restated Articles of Incorporation, and the Proposed Amended and Restated Bylaws presented to the Court do not terminate the Declaration, Articles of Incorporation, or the Bylaws. The preponderance of the evidence and application of plain language of the Declaration indicates that the Proposed Second Amended and Restated Declaration, the Proposed Amended and Restated Articles of Incorporation, and the Proposed Amended and Restated Bylaws are all amendments, and are not terminations.

16. The Proposed Second Amended and Restated Declaration, the Proposed Amended and Restated Articles of Incorporation, and the Proposed Amended and Restated Bylaws presented to the Court do not change the allocated interests of the Owners.

17. The Period of Declarant control has expired and approval of the Declarant is not required for the Proposed Second Amended and Restated Declaration, the Proposed Amended and Restated Articles of Incorporation, or the Proposed Amended and Restated Bylaws.

18. Based upon these Findings of Fact and Conclusions of Law and pursuant to the requirements of C.R.S. §38-33.3-217(7)(e) and (f), it is hereby:

ORDERED that the Proposed Second Amended and Restated Declaration is approved by this Court and shall be binding upon all Owners in the Edgemont Highlands community and shall have the same legal effect as if were adopted pursuant to the amendment requirements set forth in the Declaration upon the recording of the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Edgemont Highlands, with this Order attached, with the Clerk and Recorder's office for the County of La Plata, Colorado.

ORDERED that the Proposed Amended and Restated Bylaws are approved by this Court and shall be binding upon all Owners in the Edgemont Highlands community and shall have the same legal effect as if were adopted pursuant to the amendment requirements set forth in the Bylaws upon the recording of the Amended and Restated Bylaws of Edgemont Highlands Community Association, Inc., with this Order attached, with the Clerk and Recorder's office for the El Paso, Colorado.

ORDERED that the Proposed Amended and Restated Articles of Incorporation are approved by this Court and shall be binding upon all Owners in the Edgemont Highlands community and shall have the same legal effect as if were adopted pursuant to the amendment requirements set forth in the Bylaws upon the filing of the Amended and Restated Articles of Incorporation for Edgemont Highlands Community Association, Inc., with this Order attached, with the Colorado Secretary of State.

IT IS FURTHER ORDERED that the Association record a copy of the approved Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Edgemont Highlands and the approved Amended and Restated Bylaws of Edgemont Highlands Community Association, Inc., together with a copy of this Order, with the Clerk and Recorder's office for the County of La Plata, Colorado.

IT IS FURTHER ORDERED that the Association file a copy of the approved Amended and Restated Articles of Incorporation for Edgemont Highlands Community Association, Inc., together with a copy of this Order, with the Colorado Secretary of State.

DONE this _____ day of _____, 2024.

BY THE COURT:

DISTRICT COURT JUDGE